STATE OF SOUTH CAROLINA)

RIGHT-OF-WAY AGREEMENT

COUNTY OF GREENVILLE)

For and in consideration of the sum of \$1.00 to the undersigned in hand paid by the City of Greenville, S. C., the receipt whereof is hereby acknowledged, I hereby grant unto the said City of Greenville and Its Successors a right-of-way or easement 50 feet wide along and over my property situate: Shown on Greenville County Block Book Sheet No. 180, Block No. 3, Lots 42, 43 and 44; beginning at a point on the joint property line of Lots 44 and thence running N 160 - 05' E for 112 feet more or less to a manhole, thence 105 feet more or less in the same direction to a point on the joint property line of Lots 41 and 42, said point being 30 feet more or less from the center of the adjacent creek; and the boundary of the right-of-way shall lie parallel to the center line thus defined and 25 feet away normal to it in both directions from the center line. This easement is granted to permit the City to install, operate, and maintain a sanitary sewer, not to exceed 18 inches in diameter, together with the necessary manhole; and to grant the City the right of ingress and egress over the area of the easement as specified above only; and the easement is granted for no other purpose. Furthermore, the City and Its Successors hereby agree to install and construct this sanitary sewer line in such a manner as to conform to these following provisions:

- 1. The top of the aforementioned manhole shall be installed so that it does not project above the existing surface of the earth.
- 2. All backfilling of the necessary trench shall be thoroughly tamped, so that it will not settle as time goes on, and will present a smooth and uniform appearance to the lawn surface, the same as now exists.
 - 3. The existing grass sod shall be removed, kept alive, and replaced by the City, or the City's Contractor, to the effect that the lawn will be restored to its original appearance and usefulness after installation, or after maintenance operations.
 - 4. The City, or the City's Contractor shall remove all loose soil and other debris from the lawn after construction, or maintenance operations, and repair wheel ruts, or other damage to the lawn surface, so that the lawn shall be restored to its original appearance and utility in all respects; and further, that this restoration shall be executed immediately upon completion of backfilling.

To the faithful performance of which I bind myself, and my heirs, executors, administrators and assigns forever, and the City and Its Successors do herewith bind themselves forever.

IN WITNESS WHEREOF, the undersigned and seal this 19th day of December has likewise set the hand and seal of its office the City in such an agreement.	per , 1955; and the City
In the presence of:	•
Mrs.	harlotte P. Wrigher (LS)
H.C. Schwer	
	(LS)
B.U. Srye	
STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	
Personally Appeared Before me Mrs. and made oath that - she saw the within nam sign, seal and as (his) (her) (their) act and dowritten instrument and that she with B. execution thereof.	ed Charlotte P. Wrigley eed, deliver the within
<u>H.</u> C	· Shroter
Sworn to Before Me This The	
19th Day of December , 1955	•
Mary Hublic for South Carolina (LS)	